

**EQUINOX MEDIA LLC
MUSIC PUBLISHING RIGHTS AGREEMENT**

This Music Publishing Rights Agreement (this "Agreement") is made as of the date that Publisher (defined below) electronically opts into this Agreement through Music Reports, Inc.'s Songdex® Marketplace opt-in portal (the "Songdex Portal"), by and between Equinox Media LLC, with offices at 31 Hudson Yards, New York, NY 10001 ("Company") on the one hand, and the party assenting to be bound by the terms hereof by click-through acceptance via the Songdex Portal, as first indicated above, on the other hand ("Publisher").

WHEREAS, Company offers the Platform, and wishes to license, or continue to license to the extent Publisher previously entered into a music publishing rights agreement with Company (an "Existing Publisher", and such an agreement, the "Existing Agreement"), Musical Works from Publisher for use on and in connection with the Platform in accordance with the terms of this Agreement;

WHEREAS, Publisher is interested in licensing, or continuing to license if Publisher is an Existing Publisher, the Musical Works to Company for use on and in connection with the Platform in accordance with the terms of this Agreement; and

WHEREAS, to the extent Publisher is an Existing Publisher, this Agreement will terminate, supersede, and replace the Existing Agreement, retroactive to April 1, 2023, as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Certain Definitions: As used in this Agreement:

(a) "Accounting Period" means, commencing with the Effective Date, each of the quarter-annual calendar periods during the Term ending March 31, June 30, September 30, and December 31.

(b) "Content" means high quality fitness and lifestyle content, including fitness classes (which may be accessible on a "live" streaming and/or on-demand basis, and on an audio-only and/or audiovisual basis), personalized fitness programs and plans, and lifestyle programming, including podcasts, meditation segments, written editorials and speaker series.

(c) "Effective Date" means (i) for Existing Publishers, April 1, 2023; and (ii) for other Publishers, the date that Publisher electronically executes this Agreement via the Music Reports publisher platform. For the avoidance of doubt, if Publisher is an Existing Publisher, as of the Effective Date, (x) this Agreement shall supersede and replace the Existing Agreement and (b) the Existing Agreement shall be deemed terminated.

(d) "Enterprise Offering" means the offering in which Company makes Content on the Platform available to fitness facilities and other commercial establishments for use by the establishment's patrons via fitness equipment and other electronic devices (each, an "Enterprise Screen"). The Enterprise Offering shall not offer offline functionality.

(e) "Equinox Active Users" means the greater of (i) the number of Equinox Subscribers (as defined below and excluding, for clarity, Equinox Bike Subscribers (as defined below)) that stream, or play back via a cached copy, more than two (2) consecutive minutes of any Licensed Music Content (as

(f) defined below) in a given calendar month and (ii) the Minimum Active Users, where “Minimum Active Users” means fifteen percent (15%) of all Equinox Subscribers (excluding Equinox Bike Subscribers) in the applicable country during such calendar month.

(g) “Equinox Active User Fee” means:

(i) For the United States: Three U.S. Dollars (USD \$3.00) each month; and

(ii) For Canada: Three Canadian Dollars (CAD \$3.00) each month.

(h) “Equinox Club Members” means new and existing members at one or more Equinox fitness clubs in the applicable country of the Territory.

(i) “Equinox Inactive Users” means all Equinox Subscribers other than the Equinox Active Users and Equinox Bike Subscribers, in the applicable country for a given calendar month.

(j) “Equinox Inactive User Fee” means:

(i) For the United States: Fifty U.S. Cents (USD \$0.50) each month; and

(ii) For Canada: Fifty Canadian Cents (CAD \$0.50) each month.

(k) “Licensed Music Content” means, individually and collectively, Content (including audio-only and audiovisual) made available on the Platform via the Licensed Service that incorporates sound recordings embodying musical compositions for which a license is required, excluding production music or any other music cleared on a track-by-track basis or other one-off basis (e.g., tracks cleared on an individual basis through traditional licensing for audiovisual programming).

(l) “Licensed Service” means, individually and collectively, the Subscription Service and the Enterprise Offering.

(m) “Losses” means any and all liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses including, without limitation, court costs, reasonable third-party legal fees and third-party costs of investigation.

(n) “Monthly Subscriber Fee” means:

(i) For the United States: Three U.S. Dollars Twenty-Five Cents (USD\$3.25) each month; and

(ii) For Canada: Three Canadian Dollars Twenty-Five Cents (CAD\$3.25) each month.

(o) “Musical Work” means a musical composition owned, controlled and/or administered by Publisher or any of its affiliates, in whole or in part, upon the commencement of the Term or at any time during the Term, solely to the extent of Publisher’s (or the applicable affiliate’s) ownership, control and/or administration interest in and to such musical composition. With respect to any Musical Work in which the rights that are the subject of this Agreement are owned or controlled by Publisher only in part, the term “Musical Work” shall only refer to that portion of the Musical Work in which such rights are owned or controlled by Publisher.

(p) “Per Screen Fee” means two (2) multiplied by the Monthly Subscriber Fee in the applicable country each month.

(q) “Platform” means the Company’s multibrand, multicategory, multimedia lifestyle entertainment platform centered on notable talent and industry leading brands, which (i) will include Content and may also include other features, such as club check-in, class booking, health tracking, social share and ecommerce, and (ii) will be available via a proprietary software application created and owned and/or operated by Company, preloaded software on screens, and/or the web, and which may be accessed via mobile devices (including the iOS and Android mobile operating systems), fitness machines (e.g., stationary bikes, treadmills) and/or other consumer electronic devices (e.g., smart TVs and other streaming devices).

(r) “Play” means the act of streaming, or playing back a cached copy of, a sound recording embodying a musical composition for longer than thirty (30) continuous seconds; provided that if Company is unable to track such usage data (i.e., if Company is unable to detect whether an End User quits a piece of Licensed Music Content prior to the streaming or playback of the applicable musical work embodied in such Licensed Music Content), “Play” will mean the act of accessing the Licensed Music Content in which the applicable musical work is embodied for the lesser of (i) at least five (5) minutes or (ii) the time at which the Licensed Music Content is marked as complete for the End User, and a Play shall be deemed to have occurred for each musical work embodied in such Licensed Music Content. Company shall use a uniform methodology across all major music publishers granting a license pursuant to an Other Agreement (as defined below) for determining the manner of counting the number of Plays.

(s) “Publisher Metadata” means all applicable metadata possessed by Publisher, which may include the following identification data for each Musical Work to the extent available: song title, songwriter(s), publisher(s), territory restrictions, co-publisher information, publishing shares, collecting society and/or performing rights organization affiliation, ISWC, and Publisher’s unique ID song code, unique writer ID (IPI or CAE); and, if known, details of all releases of sound recordings embodying the Musical Work, including name of artist, track title and ISRC.

(t) “Publisher’s Pro Rata Share” means a fraction, the numerator of which is the total number of Plays of sound recordings embodying Musical Works (subject to proportionate adjustment for Musical Works that are not entirely owned, controlled and/or administered by Publisher or its affiliates in the applicable country of the Territory) via the Licensed Music Content via the Monthly Plan, Annual Plan, Equinox Plan or Enterprise Offering, as applicable, during the applicable calendar month in the applicable country of the Territory, and the denominator of which is the total number of Plays of all sound recordings embodying musical compositions via the Licensed Music Content via the Monthly Plan, Annual Plan, Equinox Plan or Enterprise Offering, as applicable, during such calendar month in such country of the Territory.

(u) “Subscriber” means an end user that receives access to the Subscription Service in the Territory for a recurring access fee. Subscribers shall include:

(i) Subscribers to the monthly subscription plan (such plan, the “Monthly Plan” and Subscribers to such plan, “Monthly Subscribers”). Monthly Subscribers will include Subscribers whose account is tied to connected fitness equipment purchased from Company (other than as part of the Enterprise Offering);

(ii) Subscribers to the annual subscription plan (such plan, the “Annual Plan” and Subscribers to such plan, “Annual Subscribers”). Annual Subscribers will include Subscribers who bundle the purchase of fitness equipment with a subscription to the Subscription Service (and who may finance such combined purchase through monthly payments), as well as Subscribers who receive a discounted rate in exchange for an annual commitment, in each case such that they are required to maintain such subscription for no less than twelve (12) months; and

(iii) Subscribers to the Subscription Service who are new or existing Equinox Club Members who receive access to the Subscription Service as part of their Equinox fitness club membership (such plan, the “Equinox Plan” and Subscribers to such plan, “Equinox Subscribers”). For

clarity, if an Equinox Subscriber purchases a stationary bike from Company (each, an “Equinox Bike Subscriber”), such Equinox Subscriber shall be treated as a Monthly Subscriber (or Annual Subscriber, as applicable) and shall no longer constitute an Equinox Subscriber for purposes of royalty calculations hereunder.

(v) “Subscription Service” means Company’s consumer offering that provides access to the Platform to Subscribers on an unlimited basis, and through which Licensed Music Content is made available via streaming and may also be made available via cached copies for offline playback.

(w) “Territory” means the United States (including its territories, possessions and commonwealths) and, solely at Company’s option, Canada.

2. Term: Unless earlier terminated in accordance with paragraph 8 below, (a) the term of this Agreement shall commence upon the Effective Date and continue through and including March 31, 2024, (the “Initial Term,” together with any renewal terms contemplated under the following paragraph (b), the “Term”) and (b) this Agreement will thereafter be automatically renewed and extended for consecutive quarter-annual calendar periods until either party provides the other party with written notice of termination, which such notice will go into effect at the end of the current calendar quarter, except if less than thirty (30) days remain in the calendar quarter at the time notice is given, in which case such termination will go into effect at the end of the immediately following calendar quarter. By way of example, if Publisher’s notice of termination is provided on July 20, 2024, such termination will go into effect as of September 30, 2024, but if such notice is provided on September 2, 2024, such termination will not go into effect until December 31, 2024.

3. Rights Granted:

(a) Publisher hereby grants to Company all rights (excluding public performance and communication to the public rights) necessary (“License”) in connection with the use and exploitation of any and all Musical Works for Company to provide the Licensed Service during the Term and in the Territory as set forth herein and to otherwise create and provide access to Licensed Music Content made available on the Platform via the Licensed Service during the Term and in the Territory as set forth herein (e.g., in connection with the Monthly Plan, Annual Plan, Equinox Plan and Enterprise Offering), including the right to:

(i) reproduce Musical Works on computer servers and/or devices owned or controlled by or on behalf of Company solely for the purpose of making such Musical Works available for use as authorized hereunder;

(ii) create and have created Licensed Music Content (including audio-only and audiovisual programming) incorporating Musical Works;

(iii) enable Subscribers and users of the Enterprise Offering to access on an on-demand basis (or otherwise) Licensed Music Content in which Musical Works are embodied;

(iv) exploit Musical Works in and in connection with the contemporaneous or “live streaming” (over the Internet) of fitness-related programming;

(v) capture and record and have captured and recorded such live programming in which Musical Works are embodied and enable Subscribers and users of the Enterprise Offering to access such live recordings; and

(vi) solely for the purposes of advertising, promoting and marketing the Platform and the Licensed Service in whole or in part, make available and transmit clips of Licensed Music Content embodying Musical Works (for clarity, the use of clips shall be solely in-context use) within and/or outside of the Platform (including without limitation via Company’s apps, websites and social media profiles).

(b) Territorial Scope of License.

(i) Canada: Company shall have the option of licensing the rights granted herein for the use of Publisher's Musical Works via the Licensed Service as made available in Canada through the applicable local society(ies) in lieu of licensing such rights under this Agreement (the "Canada Society Option"). If Company elects the Canada Society Option, the License granted herein shall nonetheless continue to include the right for Company to initially incorporate Musical Works into the Licensed Music Content that will be made available on the Licensed Service in Canada.

(ii) United Kingdom: If Company elects to launch the Licensed Service in the United Kingdom, the right to exploit Licensed Music Content embodying Musical Works via such Platform as made available in the United Kingdom would fall outside the scope of this Agreement; provided that, the License set forth herein shall include the right for Company to initially incorporate Musical Works into the Licensed Music Content that will be made available on the Licensed Service in the United Kingdom; provided further that if Publisher lacks authority to grant such right, it shall notify Company within thirty (30) days of the execution of this Agreement and such right shall not apply with respect to Publisher's Musical Works.

(c) Third-Party Contractors. Publisher acknowledges that Company may use third-party contractors to exercise its rights and/or perform its obligations under this Agreement, provided that as between Company and Publisher, Company shall maintain control over, and retain liability hereunder for, all such rights and obligations.

(d) User Access. The parties hereby acknowledge and agree that, notwithstanding anything to the contrary in this Agreement: (i) it shall not be deemed a breach of this Agreement if a Subscriber is able to access the Subscription Service while traveling outside of the Territory; and (ii) sound recordings embodying Musical Works and audiovisual recordings embodying Musical Works may be hosted on servers owned and/or controlled by Company and/or its third-party contractors anywhere in the world. For clarity, any Plays via the Subscription Service described in clause (i) shall count as Plays hereunder for royalty calculation purposes.

(e) Experimental Agreement. The parties acknowledge that the arrangements described herein are experimental in nature, and that Company may withdraw or modify any of the features of the Platform and/or Licensed Service described herein at any time, and may cease to make available any offerings of the Platform and/or Licensed Service described herein at any time.

(f) Delivery of Metadata. Within five (5) business days following the Effective Date, Publisher shall provide to Company or its designated third-party contractor, Publisher Metadata for all Musical Works owned, controlled and/or administered by Publisher in the Territory; provided that the foregoing shall not apply to Existing Publishers. Publisher shall, on a regular basis throughout the Term, provide Company with any applicable updates to the Publisher Metadata, but no less frequently than when it provides such updates to other recipients of such data; provided Publisher's inadvertent and non-repetitive failure to do so shall not be deemed a breach hereunder.

(g) Take Down Rights. Publisher shall have the right to withdraw on a going-forward basis from the License granted hereunder one or more specified Musical Works by issuing a takedown notice (each, a "Takedown Notification") to Company in the following circumstances: (A) Publisher does not have or has lost the right to authorize the use and exploitation of the Musical Work concerned within the License hereunder; (B) there is a bona fide songwriter, administered publisher or representative sensitivity as to inclusion of the Musical Work concerned in the Licensed Platform; or (C) there exists a third-party claim or dispute (or suspected claim or dispute) with respect to the Musical Work concerned (the "Permitted Reasons"). Company or its agent shall use reasonable efforts to promptly withdraw the Musical Work(s) that is (are) the subject of such Takedown Notification upon Company's receipt of such Restriction/Takedown Notification, which shall be sent to Company via e-mail to music@equinox.com.

Publisher shall not issue Restriction/Takedown Notifications (x) punitively, (y) in a discriminatory manner, or (z) in a manner that frustrates the purposes of this Agreement.

(h) Fitness Equipment Subscribers. Subscribers who purchase fitness equipment to use in connection with their subscription shall be authorized to share access to the Licensed Service via such equipment with up to four (4) other individuals who may each create separate accounts for the Licensed Service solely through the fitness equipment purchased. For clarity, any such other individuals shall not constitute Subscribers for the purposes of calculating Royalties under paragraph 4 below.

4. Royalties:

(a) In consideration for the License granted and the representations, warranties and covenants made by Publisher in this Agreement, Company agrees to pay Publisher the sum of the following in respect of each Accounting Period ("Royalties"). The Royalties shall be calculated on a country-by-country basis and on a monthly basis (but accounted for and paid on a quarterly basis, as set forth in paragraph 5(a) below). For clarity, if Company elects the Canada Society Option, no Royalties shall be payable hereunder in respect of Canada.

(i) For the Monthly Plan and Annual Plan: Publisher's Pro Rata Share of (A) the Monthly Subscriber Fee per Monthly Subscriber and Annual Subscriber in the applicable country of the Territory during the applicable calendar month (as determined as of the last day of such calendar month), provided that with respect to each Annual Subscriber, the Monthly Subscriber Fee will be discounted seventeen percent (17%) per month, less (B) the fees paid or payable for the public performance and/or communication to the public of musical compositions via the Licensed Service for the Monthly Plan and Annual Plan in the applicable country of the Territory in respect of the applicable calendar month; plus

(ii) For the Equinox Plan: Subject to paragraph 4(b)(iv), Publisher's Pro Rata Share of (A) the sum of (I) the Equinox Active User Fee per Equinox Active User in the applicable country of the Territory during the applicable calendar month (as determined as of the last day of such calendar month) plus (II) the Equinox Inactive User Fee per Equinox Inactive User in the applicable country of the Territory during the applicable calendar month (as determined as of the last day of such calendar month), less (B) the fees paid or payable for the public performance and/or communication to the public of musical compositions via the Licensed Service for the Equinox Plan in the applicable country of the Territory in respect of the applicable calendar month; plus

(iii) For the Enterprise Offering: Publisher's Pro Rata Share of (A) the Per Screen Fee per Enterprise Screen in the applicable country of the Territory during the applicable calendar month (as determined as of the last day of such calendar month), less (B) the fees paid or payable for the public performance and/or communication to the public of musical compositions via the Platform for the Enterprise Offering in the applicable country of the Territory in respect of the applicable calendar month. Notwithstanding the foregoing, no Per Screen Fees shall apply to any Enterprise Screens in Equinox fitness clubs in which one hundred percent (100%) of the members of such Equinox fitness clubs are Equinox Subscribers.

(b) Fee Adjustments.

(i) Adjustments for Cancellations. Should a Subscriber cancel his or her subscription to the Subscription Service (including, for clarity, where an Equinox Subscriber cancels their associated Equinox fitness club membership) before the end of the applicable subscription period (e.g., for death, disability, injury or as otherwise required under applicable law) and should Company reimburse or otherwise not charge the Subscriber for the remainder of the subscription period, Company shall be permitted to adjust the applicable fees payable to Publisher in connection with such Subscriber in a commensurate fashion.

(ii) Adjustments for Fees due to Third Parties for Rights Covered by License. In the event that Publisher is unable to grant some or all of the rights necessary for Company to use certain of the Musical Works in one or more country(ies) of the Territory in connection with the Licensed Service, such that Company is required to obtain licenses from, and/or pay fees to, one or more third parties with respect to the exploitation of such Musical Works (or any subset of rights therein) in such country(ies) as permitted under this Agreement (excluding, for the avoidance of doubt, any public performance rights or communication to the public rights, and any fees associated therewith), then (A) Company shall be entitled to a credit for or reimbursement of (at Company's election) the amount of any Royalties previously paid to Publisher with respect to such Musical Works in respect of the applicable country(ies), and (B) Company shall not be required to pay any Royalties hereunder with respect to such Musical Works in respect of the applicable country(ies) on a going forward basis.

(iii) Adjustments for Actual Public Performance/Communication to the Public Fees. In the event that Company is required at any time to make additional payments for the public performance or communication to the public of musical compositions via the Licensed Service in respect of Accounting Period(s) for which the applicable Royalties have already been calculated and paid to Publisher pursuant to this paragraph 4, such that an overpayment by Company to Publisher of Royalties for such past Accounting Period(s) would result, Company shall be entitled to a credit against future Royalties in the amount of such overpayment. Similarly, in the event that Royalties are calculated based on anticipated or interim public performance or communication to the public royalties (because final public performance or communication to the public royalties for all musical compositions are not established for the applicable Accounting Period at the relevant time of payment and reporting), and when finally determined the total amount of final public performance or communication to the public royalties for all musical compositions used on the Licensed Service for the relevant Accounting Period(s) is less than the total amount of the estimated public performance or communication to the public royalties used when calculating the Royalties to Publisher pursuant to this paragraph 4 for such past Accounting Period(s), then Company shall pay to Publisher the amount of the underpayment.

(iv) Changes to the Equinox Plan Offering. Notwithstanding anything to the contrary herein, Company reserves the right, upon at least thirty (30) days' prior written notice to Publisher, to cease offering the Equinox Plan (such that all Equinox Club Members no longer receive complimentary access to the Subscription Service as part of their Equinox fitness club membership plan) and instead limit access to the Subscription Service to only those Equinox Club Members who pay a separate fee for access to the Subscription Service, in which case as of the effective date set forth in Company's notice, paragraph 4(a)(ii) shall cease to apply and instead:

(A) Equinox Club Members who pay the separate additional fee shall be treated as Monthly Subscribers (or Annual Subscribers, if applicable) and Royalties for those paying Equinox Club Members shall be calculated and paid pursuant to paragraph 4(a)(i); and

(B) No Inactive Equinox User Fees or other Royalties will be due for Equinox Club Members who have not paid an additional fee and therefore do not have access to the Subscription Service. Notwithstanding anything to the contrary herein, Company may offer a version of the Platform that does not include access to any Licensed Music Content (the "Limited Service") to Equinox Club Members on a complimentary basis and no Royalties shall be due to Publisher for Equinox Club Members who only have access to the Limited Service.

(c) No Other Fees. Other than the amounts expressly referenced in this paragraph 4 below, no additional fees or amounts of any kind or nature shall be payable by Company with respect to the use of Musical Works in connection with the Licensed Service within the scope of the License. For avoidance of doubt, Company shall not be obligated to pay to Publisher any additional amounts in connection with the storage or hosting of Musical Works and/or the incidental reproduction of Musical Works for purposes of operating the Licensed Service.

(d) Taxes. Each party hereto will be responsible for collecting and remitting sales, use, value added, and other comparable excise taxes due with respect to (or incurred in connection with) the sale or license of such party's goods or services to its customers. Neither party hereto is liable for any taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the sale of the other party's goods or services.

(e) Free Trials. Notwithstanding the foregoing or anything elsewhere in this Agreement, with respect to offers of the Subscription Service that are made available to end users on a trial basis, no monies (including, for the avoidance of doubt, any Royalties) shall be payable (and no reporting obligations shall apply) with respect to the offering concerned for the trial user concerned for a period of up to one (1) month per one (1)-year period per end user. Accordingly, any Plays by such trial users during such one (1)-month period shall not be included in the determination and calculation of Publisher's Pro Rata Share.

(f) Gratis Accounts. Notwithstanding the foregoing or anything elsewhere in this Agreement, no monies (including, for the avoidance of doubt, any Royalties) shall be payable (and no reporting obligations shall apply) for up to one thousand five hundred (1,500) accounts, in the aggregate at any given time, for the Subscription Service that are provided on a gratis basis for purposes of sales demonstrations in retail environments, marketing or promotion ("Gratis Accounts"). Accordingly, any Plays by users of Gratis Accounts shall not be included in the determination and calculation of Publisher's Pro Rata Share.

4B. MFN: If Company enters into an agreement during the Term with a U.S. major music publisher (a "Major Publisher") for use of such Major Publisher's musical compositions in Licensed Music Content for exploitation via the Licensed Service in the Territory during the Term, setting forth royalty rates considered on a collective basis (collectively, "Royalty Rates") for a substantially similar grant of a copyright license (as Publisher is authorizing hereunder) to Company for use of such Major Publisher's musical compositions in Licensed Music Content for exploitation via the Licensed Service in the Territory during the Term that are more favorable (on a collective basis) to such Major Publisher than the Royalty Rates (on a collective basis) set forth collectively in this Agreement, Company will extend such more favorable Royalty Rates to Publisher (in lieu of the Royalty Rates set forth herein) effective as of the effective date that such more favorable Royalty Rates are applicable to the Major Publisher, but solely for as long as such Royalty Rates collectively remain more favorable than the Royalty Rates collectively set forth herein, and provided that Publisher accepts any and all other terms that were tied to, relevant to or otherwise conditional to the grant of such more favorable Royalty Rates.

5. Accountings:

(a) Within forty-five (45) days after the end of each Accounting Period, Company, or a third-party contractor acting on Company's behalf, shall render to Publisher an accounting statement covering the Royalties earned with respect to such Accounting Period (each, a "Quarterly Accounting Statement"), calculated on a monthly basis. Each Quarterly Accounting Statement shall be delivered in electronic format. Company shall pay the applicable Royalties, after deducting those amounts, if any, that Company is required to withhold pursuant to any applicable statutes, regulations, treaties, or laws in the Territory (collectively, "Laws"), within forty-five (45) days after the end of the applicable Accounting Period, which payment may be mailed to Publisher or sent to Publisher via direct deposit, provided the Royalties due Publisher are equal to or greater than U.S. \$50.00 (the "Minimum Payment"). If the Minimum Payment is not achieved for an Accounting Period, then the balance due Publisher will roll over to successive Accounting Periods until such time as the Minimum Payment is reached, at which time Company will pay all such Royalties to Publisher in accordance with this provision. For the avoidance of doubt, and without limiting the generality of the foregoing provisions of this paragraph 5(a), if any amounts are required under applicable Laws to be withheld from any payments made by Company to Publisher under this Agreement: (i) Company will be entitled to withhold such amounts; and (ii) Company will take reasonable steps to provide Publisher with evidence of such withholdings, including any evidence it may be required

to provide to Publisher under applicable Laws. Publisher will not be entitled to a gross-up or indemnification with respect to any amounts required to be withheld by Company under applicable Laws.

(b) An independent, third-party accountant on behalf of Publisher may, at Company's offices and at Publisher's expense, examine Company's books and records solely for the purposes of verifying the accuracy of accounting statements rendered by Company to Publisher hereunder. Such books and records may be examined as aforesaid only (i) during Company's normal business hours, (ii) upon at least thirty (30) days' prior written notice to Company, and (iii) within one (1) year after the date a statement is rendered hereunder. Publisher shall not have the right to examine such books and records more frequently than once in any twelve (12)-month period or more than once with respect to any particular statement. Publisher acknowledges that such books and records constitute and contain Confidential Information (as defined in paragraph 10 below), and Publisher's accountant must sign and deliver to Company a confidentiality agreement in a form reasonably acceptable to Company prior to engaging in any such examination. Each statement hereunder shall be deemed final and binding upon Publisher as an account stated and shall not be subject to any claim or objection by Publisher (A) unless Publisher notifies Company of Publisher's specific written objection to the applicable statement, stating the basis thereof in reasonable detail within one (1) year after the date such statement is rendered hereunder, and (B) unless, prior to the date six (6) months after the expiration of said one (1) year period, Publisher makes proper service of process upon Company in a suit instituted in a court of proper jurisdiction.

(c) If Publisher becomes aware that Company is reporting on and/or paying Publisher for musical compositions that Publisher does not own, control or administer, Publisher will promptly notify Company in accordance with paragraph 9.

(d) To the extent Company elects to pay to Publisher any Royalties due for Canada in United States Dollars (as opposed to Canadian Dollars), then in such instance such Royalties due to Publisher for Canada shall be converted into United States Dollars. Each conversion from Canadian currency for the foregoing purposes shall be calculated at the rate of exchange published by the Wall Street Journal (or such alternative as the parties may mutually agree in writing) on one of the following dates (as determined by Company in its discretion): (i) the date that Company computes the Royalties for a given Accounting Period; (ii) the date that Company actually converts such currency; or (iii) the final business day of the applicable Accounting Period (or such other day(s) as Company may determine from time-to-time as part of a change in its generally-applicable accounting policies and procedures).

6. Certain Representations, Warranties and Covenants:

(a) As of the Effective Date and during the Term, each party hereto represents, warrants and covenants that: (i) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms, and the person executing this Agreement on such party's behalf is authorized to do so; and (ii) its execution of this Agreement will not violate the provisions of any agreement to which it is a party, or any applicable law or regulation.

(b) As of the Effective Date and during the Term, Publisher represents, warrants and covenants that, as between Publisher and Company, Publisher shall obtain consents from and pay and be solely responsible for the payment of royalties and other amounts to any and all songwriters and other third parties as may be required in connection with the permitted exploitation of the Musical Works hereunder. Publisher further represents, warrants and covenants that, as of the Effective Date and throughout the Term, Company's exercise of the rights granted to it under this Agreement will not infringe upon or violate any third party's rights, including any rights of copyright, trademark, publicity or privacy.

(c) If Publisher is an Existing Publisher, Publisher hereby acknowledges and agrees that by entering into this Agreement with Company, the Existing Agreement shall be deemed to be terminated, by parties' mutual agreement, as of the Effective Date.

7. Indemnification:

(a) Publisher agrees to defend, indemnify and hold harmless Company, its subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing (collectively, "Company Parties"), from and against any and all Losses due to any claim by a third party: (i) that constitutes, or based on allegations that, if assumed true, would constitute, a breach by Publisher of this Agreement, including any warranty, representation or covenant made in this Agreement by Publisher; or (ii) arising from or related to the authorizations granted to Company in this Agreement or the exercise thereof.

(b) Company agrees to defend, indemnify and hold harmless Publisher, its subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any and all Losses due to any claim by a third party that constitutes, or based on allegations that, if assumed true, would constitute, a breach by Company of this Agreement, including any warranty, representation or covenant made in this Agreement by Company.

(c) The persons and entities entitled to be indemnified under paragraphs 7(a) and 7(b), above (individually and collectively, "Indemnitee") shall (i) promptly inform the indemnifying party under such paragraphs ("Indemnitor") of each claim, suit or proceeding with respect to which it seeks indemnity (failure to give such prompt notification will not relieve the Indemnitor of its indemnification obligations except to the extent such failure has materially prejudiced Indemnitor's ability to defend such claim), (ii) furnish to the Indemnitor a copy of each communication, notice or other action related to such claim, suit or proceeding, and (iii) give the Indemnitor the authority, information and reasonable assistance necessary to settle or litigate such claim, suit or proceeding, using counsel selected by the Indemnitor (provided, however, that the Indemnitee shall have the opportunity to participate in the defense of such suit or proceeding with counsel of its choice, at the Indemnitee's sole cost). Any settlement of any such claim, suit or proceeding by the Indemnitor that imposes any requirements on the Indemnitee or which involves agreements other than the payment of money by the Indemnitor and receipt of a full release for the benefit of the Indemnitor and the Indemnitee, shall be subject to the Indemnitee's written consent.

(d) Without waiving any right or remedy available to Company, if any claim is made for which Publisher is obligated to indemnify any of the Company Parties, Company shall have the right to withhold amounts otherwise payable to Publisher under this Agreement in an amount reasonably related to such claim and to deduct therefrom payments required under paragraph 5(a) above.

(e) EXCEPT WITH RESPECT TO THE INDEMNITY OBLIGATIONS OF THE PARTIES PURSUANT TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH 7 AND OTHER THAN AS A RESULT OF A BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO PUBLISHER, INCLUDING AS TO THE QUALITY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PLATFORM AND/OR LICENSED SERVICE OR ANY ELEMENTS OF THE PLATFORM AND/OR LICENSED SERVICE.

8. Termination:

(a) Without limiting any other remedy available at law or in equity, either party may terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied

within thirty (30) days after notice to the breaching party thereof. Without limiting the generality of the preceding sentence, neither party shall be entitled to recover damages or to terminate the Term by reason of any breach by the other party of its obligations hereunder unless the breaching party fails to remedy such breach within thirty (30) days following receipt of notice thereof. The foregoing cure period(s) will not apply to breaches incapable of being cured or to an application for injunctive relief.

(b) In addition to the right of termination set forth in paragraph 8(a) above, each party hereto shall have the right to terminate the Term immediately: (i) in the event that the other party makes a general assignment for the benefit of its creditors; (ii) in the event of the filing of a voluntary or involuntary petition against the other party under any applicable bankruptcy or insolvency law; or (iii) in the event of the appointment of a trustee or receiver or any equivalent thereof for the other party hereto or its property.

(c) In addition, Company shall have the right to terminate the Term upon notice to Publisher in the event that Company ceases to operate the Licensed Service during the Term.

(d) The termination or expiration of the Term shall not affect those representations, warranties and other obligations that by their nature survive the end of the Term.

(e) A party's right to terminate this Agreement will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to such right of termination has been cured.

9. Notices and Payments: All notices under this Agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made (a) on the date delivered in person, (b) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered U.S. Mail, with return receipt requested, or (c) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight courier service or overnight express U.S. Mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or U.S. Mail (if sent in time for and specifying next day delivery); provided that, and notwithstanding anything to the contrary herein, in the case of notices to Company, any such notice must also be sent via email to the email address set forth below to be effective. In each case (except for personal delivery) such notices, as well as all requests, demands, and other communications shall be directed to a party at the following addresses, unless otherwise indicated in a notice duly given hereunder: (i) in the case of Company, to Equinox Media LLC, 31 Hudson Yards, New York, NY 10001, Attn: Legal – Media with required simultaneous copies to music@equinox.com and legalnotices-media@equinox.com and another required simultaneous copy tendered to Bobby Rosenblum, Greenberg Traurig, LLP, 3333 Piedmont Road NE, Suite 2500, Atlanta, GA 30305, and (ii) in the case of Publisher, via email or to the address as set forth in an IRS Form W-9 or W-8BEN delivered by Publisher to Company (or Company's designated third party contractor).

10. Confidentiality: For the purposes of this Agreement, "Confidential Information" shall mean the terms of this Agreement and any non-public information, data, reports, or other materials provided by one party to the other under or in connection with this Agreement (other than metadata and other information intended for storage and display to users of the Licensed Service under this Agreement), and any other information the receiving party should reasonably have understood under the circumstances should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used, such as usage data, royalty reports, and similar information. Except with the prior written consent of the disclosing party, neither party shall use or disclose any Confidential Information other than (i) to such party's attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice, (ii) to such party's employees and contractors who have a need to know and any disclosure to contractors may only be to contractors who are bound by an agreement to protect the confidential information of third parties, (iii) to investors, prospective investors, acquirers and prospective acquirers, each of whom shall first be required to enter into a nondisclosure agreement with Company, (iv) in connection with any legal, governmental or administrative proceeding, provided that prior written notice of such disclosure is furnished to the non-disclosing party in order to afford such non-disclosing party a reasonable opportunity to seek a protective

order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order, disclosure of such information in such proceeding may be made without liability), and (v) in the case of Company, to Company's affiliates who have a need to know the Confidential Information consistent and have obligations with respect to the Confidential Information consistent with this Agreement. In addition, this Agreement may be disclosed in contemplation of any merger or sale of all or a substantial portion of a party's assets or securities, subject to a nonuse and nondisclosure agreement consistent with the provisions of this paragraph. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of information (a) previously known to it by lawful means without obligation of confidence, (b) independently developed by or for it without use of or access to the other party's Confidential Information, (c) acquired by it from a third party which, to the reasonable knowledge of the receiving party, is not under an obligation of confidence with respect to such information, (d) which is or becomes publicly available through no breach of this Agreement or (e) that is required to be disclosed by operation of law, court order or other governmental demand (subject to the notice requirement in subparagraph (iv) above). Notwithstanding the foregoing, neither party shall be in breach of this Agreement for disclosing to any rights society or collective that Publisher has licensed to Company the rights granted in paragraph 3 of this Agreement.

11. Miscellaneous:

(a) All references in this Agreement to "this Agreement," "hereof," "herein" and words of similar connotation include all exhibits and schedules attached hereto, unless specified otherwise. The parties hereto intend this Agreement as a final expression of their understanding and agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof; this Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements between the parties hereto with respect to the subject matter hereof. Without limiting the foregoing, if Publisher is an Existing Publisher, the parties agree that the Existing Agreement is hereby deemed to be terminated by the parties' mutual agreement, effective as of the Effective Date. No draft or addition, deletion, revision, change or other alteration in or to drafts of this Agreement prepared prior to the execution of this Agreement shall be referred to by any of the parties hereto in any lawsuit in which the construction, interpretation or meaning of this Agreement is in dispute or otherwise be used for purposes of construing or interpreting any of the terms, provisions or language of this Agreement in adjudicating or otherwise resolving any such lawsuit. The parties acknowledge and agree that no party hereto has made any representations or promises in connection with this Agreement or the subject matter hereof not contained herein.

(b) Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is a conflict between any provisions of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto have no legal right to contract, such statute, law, ordinance, order or regulation shall prevail; provided that, in such event, (i) the provision of this Agreement so affected shall be limited only to the extent necessary to permit the compliance with the minimum legal requirements, (ii) no other provisions of this Agreement shall be affected thereby, and (iii) all such other provisions shall remain in full force and effect. The parties hereto shall negotiate in good faith to replace any invalid, illegal or unenforceable provision (the "Invalid Provision") with a valid provision, the effect of which comes as close as possible to that of the Invalid Provision.

(c) This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any manner except by an instrument in writing signed by the party to be charged. No waiver by a party hereto, whether express or implied, of any provision of this Agreement or default hereunder shall affect such party's right thereafter to enforce such provision or to exercise a right or remedy set forth in this Agreement in the event of any other default, whether or not similar. The rights and remedies of each party as specified in this Agreement are not to the exclusion of any other rights or remedies of such party. Each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this Agreement, each

of the parties hereto may at any time exercise any right it now has or at any time hereafter may be entitled to as a member of the public as though this Agreement were not in existence.

(d) Whenever examples are used in this Agreement with the words “including,” “for example,” “e.g.,” “such as,” “etc.” or any derivation thereof, such examples are intended to be illustrative and not in limitation thereof. The paragraph headings herein are used solely for convenience and shall not be used in the interpretation or construction of this Agreement.

(e) THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF NEW YORK, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER NEW YORK LAW). THE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. ANY PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY, AMONG OTHER METHODS, BE SERVED UPON A PARTY BY DELIVERING IT OR MAILING IT, BY REGISTERED OR CERTIFIED MAIL OR BY OVERNIGHT COURIER OBTAINING PROOF OF DELIVERY, DIRECTED TO THE ADDRESS SET FORTH IN PARAGRAPH 9 OR SUCH OTHER ADDRESS AS A PARTY MAY DESIGNATE PURSUANT TO PARAGRAPH 9. ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF NEW YORK. THE PREVAILING PARTY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE ENTITLED TO PROMPT REIMBURSEMENT FROM THE OTHER PARTY FOR ALL COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS’ FEES) INCURRED BY THE PREVAILING PARTY IN CONNECTION THEREWITH.

(f) This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. Each party may assign its rights and obligations hereunder in whole or in part only to any affiliate or to any person or entity acquiring all or a substantial portion of the assets or business of such party, and such rights and obligations may be assigned by any assignee thereof, but subject to the same limitations. Any purported assignment in violation of the foregoing shall be deemed null and void ab initio and without force or effect. Other than such permitted assignees and as otherwise set forth herein, no person or entity not a party to this Agreement shall have any rights or remedies under this Agreement, whether as a third-party beneficiary or otherwise.

(g) In entering into this Agreement, Company and Publisher have and will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this Agreement.

(h) Neither party hereto will be responsible for, or be in breach of this Agreement, to the extent that its performance is delayed as a result of any act of God, war, terrorism, fire, earthquake, civil commotion, act of government or any other cause wholly beyond its control, and not due to its own negligence or that of its contractors or representatives, and which cannot be overcome by the exercise of due diligence (“Force Majeure Event”). Publisher agrees that Company shall have the right to suspend the Term and the operation of this Agreement and Company’s obligations hereunder or terminate the Term of this Agreement in the event of a Force Majeure Event. Such right may be exercised by notice to Publisher, and such suspension will last for the duration of the applicable event.

(i) Publisher recognizes that the amount of royalties hereunder is speculative and agrees that Company’s judgment with respect to matters affecting the marketing of the Platform and/or Licensed Service shall not be subject to dispute by Publisher. Nothing contained in this Agreement obligates

Company to make available, exploit or distribute Musical Works on or in connection with the Licensed Service.

(j) No party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, any terms and conditions of this Agreement or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation).

(k) This Agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile and/or electronic signatures on this Agreement will be deemed originals for all purposes.

EQUINOX MEDIA LLC

PUBLISHER

By:  _____

Accepted via electronic opt-in by an authorized
representative from:
TSUNAMI FLOW

Name: Todd Pellegrino

Title: VP, Content

As of: April 1, 2023 00:00:00 PDT

**[Publisher's electronic execution of the Agreement via the Music Reports Portal
constitutes Publisher's binding agreement to these terms.]**